

**A RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE
AS SUBSTITUTED BY PUBLIC SAFETY AND
LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GENERAL GROWTH PROPERTIES, INC. FOR FC-60070000095 PUBLIC VENDING MANAGEMENT PROGRAM, ON BEHALF OF THE OFFICE OF THE MAYOR; THE CITY'S PORTION OF REVENUES GENERATED UNDER THE CONTRACT SHALL BE DEPOSITED TO FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 000002 (GENERAL REVENUE ORGANIZATION) 3890003 (FOOD DRINK AND NOTIONS); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") solicited Requests for Proposals for qualified firms for FC-60070000095 Public Vending Management Program; and

WHEREAS, the agreement is for a base term of twenty (20) years; and

WHEREAS certain terms of the contract approved by this resolution should provide for certain considerations for the City's relationship with vendors who hold public property vending permits or were on the waiting list for applications; and

WHEREAS, the Chief Operating Officer of the Office of the Mayor and the Chief Procurement Officer of the Department of Procurement have recommended that the contract for FC-60070000095 Public Vending Management Program be awarded to General Growth Properties, Inc.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, the Mayor is authorized to enter into an appropriate contractual agreement with General Growth Properties, Inc., for FC-60070000095 Public Vending Management Program, on behalf of the Office of the Mayor.

BE IT FURTHER RESOLVED that the City shall receive the greater of \$125,000 annually or 5% of the annual advertising generated under the Agree to be deposited to Fund Department Organization and Account Number 1001 (General Fund) 000002 (General Revenue Organization) 3890003 9food Drink and Notions.

BE IT FURTHER RESOLVED that the contract should include the following language or language substantially similar but with equal effect, such that the important public policy concerns represented herein are addressed:

(1) When ready to proceed with implementation of the program, GGP shall send copies of the application for participation in the vending program by certified mail to any currently licensed public property vendor ("Current Vendors") at the address stated on the permit currently on file with the License and Permits Unit of the Atlanta Police Department (the "Current Vendor Address"). GGP agrees that a timely received and complete application from the Current Vendors who choose to apply will be processed before any applications made by others will be considered, provided that such Current Vendor also attends the required Current Vendor orientation session provided in the manner specified herein. Contemporaneous with such mailing GGP shall also send to the City a copy of the Current Vendor names and Current Vendor Addresses to which application packages and orientation notices have been sent.

(a) GGP shall include in the application package an announcement of the date, time and location of the Current Vendor orientation session to be held in conjunction with a special presentation by the Atlanta Development Authority on the Overview of Small Business Lending no sooner than fourteen (14) days from the date of the last Current Vendor application package. At the Current Vendor orientation GGP shall provide information on the application process and the general nature of the program operations. Current Vendors who do not attend the Current Vendor orientation session shall not be entitled to a review of their application in advance of the review of applications from others who are not Current Vendors. The City shall provide a location for such meeting at the time and date mutually agreed to by the parties.

(b) Copies of the application and Current Vendor orientation session announcement shall be sent by GGP to all Current Vendors at the Current Vendor Address. A list of Current Vendors and Current Vendor Addresses data shall be provided to GGP by the City at the time that the notice to proceed is sent and GGP may rely on the completeness and accuracy of such list in their compliance with this section.

(c) The City agrees to send a "back-up" notice to Current Vendors at the Current Vendor Address and to publish in a newspaper of general circulation and in the newspaper used for the publication of legal notices that GGP has mailed application packages and the date that the Current Vendor orientation session is scheduled.

(d) The list of Current Vendors and Current Vendor Addresses shall be available for review by any Current Vendor at the License and Permits Unit of the Atlanta Police Department. Any Current Vendor whose name and address does not appear, may notify the License and Permits Unit who shall forward the information to GGP within three (3) business days of written notice received.

(e) The parties agree that the right of the Current Vendors to conduct a review of the list provided to GGP to ascertain that their data was transmitted, the notices which the City is obligated to provide and the published notices shall be sufficient opportunity to allow this contractual provision to be considered fully executed within the times set forth herein.

(f) For a period of sixty (60) days from the date of the City's published notice, GGP agrees not to consider applications from any person or entity other than a Current Vendor. GGP further agrees that it shall not enter into agreements for the use of any vending other than with a Current Vendor until such time as it has rendered a decision on all timely received and complete application applications from Current Vendors. GGP shall demonstrate its compliance with this requirement by presenting copies of all applications which it has received from Current Vendors and copies of all decision letters on said applications.

(g) Any application from a Current Vendor which is received by GGP more than sixty (60) days from the date of the City's publication of notice or any application from a Current Vendor who did not attend the initial orientation session shall be processed in the same manner as all other applications.

(h) Nothing in this section is intended to or shall operate to make any person or entity a third party beneficiary of this contract and shall give no rights to any person or entity except the City of Atlanta or GGP to enforce any of its terms.

(2) The City of Atlanta shall make best efforts to have certain resources available to currently licensed public property vendors so that they are better able to transition to and participate in the GGP program, including without limitation:

(a) a special session for vendors of the Atlanta Development Authority monthly Overview of Small Business Lending;

(b) assistance with business operation training through the Georgia Association of Minority Entrepreneurs / Center for Entrepreneurship at Atlanta Metropolitan College;

(c) assistance with business plan development through the Robinson College of Business at Georgia State University;

(d) provide contacts with micro-lenders through organizations such as Accion USA, the Women's Economic Development Agency and the Micro Enterprise Development & Technical Assistance program of the Atlanta Housing Association of Neighborhood-based Developers.

(3) The City has a significant interest in encouraging the creation of employment opportunities for residents and businesses in the Atlanta Region as defined in City Code Sec. 2-1442. In allowing the use of its right of way, the City will benefit from expanded job and business opportunities for such residents and businesses. GGP agrees that 20% of the total locations in the overall program shall be made available to such person or business as set forth in this section.

(a) It is in the interest of the City and the residents and businesses in the Atlanta Region that the terms of this contract reserve a certain percentage of the total locations for those persons and business that meet no less than two of the following criteria:

(i) The principal place of business or the individual's residence is located in the Atlanta Region

(ii) A majority of the full time employees, chief officers, and managers of the business have regularly conducted work and business in the Atlanta Region for at least one year prior to the date of application.

(iii) A majority of the employees based at the business location(s) in the Atlanta Region have been residents of the Atlanta Region for at least one year prior to the date of application.

(iv) The business or person has held a valid city business license for at least one year prior to the date of application.

(b) In the event that the percentage of total locations in the overall program shall fall below 15%, GGP shall have one year from the date of notification by the Office of Contract Compliance to make best efforts to reach the 20% goal and to produce all records related to such efforts.

(c) In the event that this contract clause is deemed unenforceable for any reason, GGP agrees to use best efforts to reach the 20% goal.

(d) Nothing in this section is intended to or shall operate to make any person or entity a third party beneficiary of this contract and shall give no rights to any person or entity except the City of Atlanta or GGP to enforce any of its terms.

(4) The City has a significant public interest in encouraging the continued participation of disabled veterans in its public vending program for those public policy reasons which cause such exemptions as are set forth in O.C.G.A. § 43-12-1 *et seq.* to be incorporated in state law. In the event that O.C.G.A. § 43-12-2, is amended, then the definition of disabled veteran shall be controlled by O.C.G.A. § 43-12-2, as amended.

(a) GGP agrees that disabled veterans as that term is currently defined in O.C.G.A. § 43-12-2 or as amended, currently holding a valid certificate of eligibility as O.C.G.A. § 43-12-5 and, currently holding a public property vending license, shall to the extent reasonably possible be given the opportunity to participate in the vending program at a new location closest to their existing licensed location subject to full application in the same manner as all other participants and the execution of a lease, license or other form of contract or agreement as is generally utilized between the GGP and other vendors who will participate in the program.

(b) In the event that this contract clause is deemed unenforceable for any reason, GGP agrees to use best efforts to provide for the participation of disabled veterans as that term is currently defined in O.C.G.A. § 43-12-2 or as amended, currently holding a valid certificate of eligibility as O.C.G.A. § 43-12-5 and, currently holding a public property vending license to participate in the program.

(c) Nothing in this section is intended to or shall operate to make any person or entity a third party beneficiary of this contract and shall give no rights to any person or entity except the City of Atlanta or GGP to enforce any of its terms.

(5) When ready to proceed with implementation of the program, GGP shall send copies of the application for participation in the vending program by certified mail to any applicant who was a vendor as of 11/21/01 but is not a Current Vendor ("2001 Vendors") at the address stated on the permit currently on file with the License and Permits Unit of the Atlanta Police Department (the "2001 Vendor Address"). GGP agrees that a timely received and complete application from the 2001 Vendors who choose to apply will be processed after applications from Current Vendors but before any applications made by others will be considered, provided that such 2001 Vendor also attends the required Current Vendor orientation session provided in the manner specified above. Contemporaneous with such mailing GGP shall also send to the City a copy of the 2001 Vendor names and 2001 Vendor Addresses to which application packages and orientation notices have been sent.

(a) GGP shall include in the application package an announcement of the date, time and location of the Current Vendor orientation session to be held in conjunction with a special presentation by the Atlanta Development Authority on the Overview of Small Business Lending no sooner than fourteen (14) days from the date of the last Current Vendor application package. At the Current Vendor orientation GGP shall provide information on the application process and the general nature of the program operations 2001 Vendors who do not attend the Current Vendor orientation session shall not be entitled to a review of their application in advance of the review of applications from others who are not 2001 Vendors. The City shall provide a location for such meeting at the time and date mutually agreed to by the parties.

(b) Copies of the application and Current Vendor orientation session announcement shall be sent by GGP to all 2001 Vendors at the 2001 Vendor Address. A list of 2001 Vendors and 2001 Vendor Addresses data shall be provided to GGP by the City at the time that the notice to proceed is sent and GGP may rely on the completeness and accuracy of such list in their compliance with this section.

(c) The City agrees to send a "back-up" notice to 2001 Vendors at the 2001 Vendor Address and to publish in a newspaper of general circulation and in the newspaper used for the publication of legal notices that GGP has mailed application packages and the date that the Current Vendor orientation session is scheduled.

(d) The list of 2001 Vendors and 2001 Vendor Addresses shall be available for review by any 2001 Vendor at the License and Permits Unit of the Atlanta Police Department. Any 2001 Vendor whose name and address does not appear, may notify the License and Permits Unit who shall forward the information to GGP within three (3) business days of written notice received.

(e) The parties agree that the right of the 2001 Vendors to conduct a review of the list provided to GGP to ascertain that their data was transmitted, the notices which the City is obligated to provide and the published notices shall be sufficient opportunity to allow this contractual provision to be considered fully executed within the times set forth herein.

(f) For a period of sixty (60) days from the date of the City's published notice, GGP agrees not to consider applications from any person or entity other than a Current Vendor or a 2001 Vendor. GGP further agrees that it shall not enter into agreements for the use of any vending other than with a Current Vendor or a 2001 Vendor until such time as it has rendered a decision on all timely received and complete application applications from Current Vendors and 2001 Vendors. GGP shall demonstrate its compliance with this requirement by presenting copies of all applications which it has received from Current Vendors and 2001 Vendors and copies of all decision letters on said applications.

(g) Any application from a 2001 Vendor which is received by GGP more than sixty (60) days from the date of the City's publication of notice or any application from a 2001 Vendor who did not attend the initial orientation session shall be processed in the same manner as all other applications.

(h) Nothing in this section is intended to or shall operate to make any person or entity a third party beneficiary of this contract and shall give no rights to any person or entity except the City of Atlanta or GGP to enforce any of its terms.

BE IT FURTHER RESOLVED, the agreement shall be for a base term of twenty (20) years,

BE IT FURTHER RESOLVED, that the City Attorney s hereby directed to prepare the appropriate contractual agreements for execution by the Mayor.

BE IT FINALLY RESOLVED, that said contractual agreement shall not become binding upon the City and the City shall incur no liability upon the same, until such contract is approved by the City Attorney as to form, executed by the contracting parties and delivered to the City, executed by the Mayor, attested to by the Municipal Clerk, and a fully executed copy delivered to the contracting party.

COMMITTEE AMENDMENT FORM

Committee: Public Safety Page Number _____
Ordinance I.D. # _____ Section(s) _____
Resolution I.D. # 08-R-1209 Paragraph _____

Resolution 08-R-1209 is amended to add the following new paragraphs prior to the paragraph which begins "BE IT FINALLY RESOLVED..." which new paragraph shall read as follows:

BE IT FURTHER RESOLVED that the contract approved by this resolution shall include the following language or language substantially similar but with equal effect:

GGP shall give notice by certified mail to any currently licensed public property vendor that their application for participation in the public vending program, if timely received, will be processed before any applications from others. Such notice shall be sent by GGP to the address stated on the permit currently on file with the License and Permits Unit of the Atlanta Police Department. This data shall be provided to GGP and GGP may rely on the completeness and accuracy of the data. Such list shall be a public record available for review. Any currently licensed public property vendor, whose name and address does not appear, may notify the License and Permits Unit who shall forward the information to GGP within three (3) business days of written notice received. The ability of the currently licensed public property vendor to conduct a review of the list provided to GGP to ascertain that their data was transmitted shall be sufficient opportunity to allow this contractual provision to be considered fully executed within the times set forth herein and no person is intended to be a third party beneficiary of this provision.

GGP shall send the required notice to the address provided by the City within ten (10) business days after GGP receives from the City the written conditional notice to proceed with the operation of the public vending program. Such notice to GGP shall include the list of names and addresses of currently licensed public property vendors as compiled by the License and Permits Unit

All vendors will have sixty (60) days from the date of GGP's notice letter to make application with GGP and all such timely applications will be processed and a decision made by GGP and notice of the decision sent to the vendor before other applications can be processed although other applications may be received.

GGP shall demonstrate its compliance with this requirement by presenting copies of all notice letters and copies of all decision letters. In no case shall GGP be required to wait more than seventy-five (75) days after receipt of the conditional notice to proceed to begin operations provided that it has given all notices as required in this section.

Any application which is received by the GGP more than sixty (60) days from the date of a notice letter or seventy-five (75) days from the date that GGP receives from the City

the written conditional notice to proceed with the operation of the public vending program shall be processed in the same manner as all other applications.

**A RESOLUTION
BY FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GENERAL GROWTH PROPERTIES, INC., FOR FC-6007000095, PUBLIC VENDING MANAGEMENT PROGRAM, ON BEHALF OF THE OFFICE OF THE MAYOR; THE CITY'S PORTION OF REVENUES GENERATED UNDER THE CONTRACT SHALL BE DEPOSITED TO FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 000002 (GENERAL REVENUE ORG) 3890003 (FOOD, DRINK, & NOTIONS); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") solicited Requests for Proposals for qualified firms for FC-6007000095, Public Vending Management Program; and

WHEREAS, the agreement is for a base term of twenty (20) years; and

WHEREAS, the Chief Operating Officer of the Office of the Mayor and the Chief Procurement Officer of the Department of Procurement have recommended that the contract for FC-6007000095, Public Vending Management Program, be awarded to General Growth Properties.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is hereby authorized to enter into an appropriate contractual agreement with General Growth Properties, for FC-6007000095, Public Vending Management Program, on behalf of the Office of the Mayor.

BE IT FURTHER RESOLVED, that the City shall receive the greater of \$125,000.00 annually or 5% of the annual advertising revenue generated under the agreement, to be deposited to Fund, Department Organization and Account number 1001 (General Fund) 000002 (General Revenue Org) 3890003 (Food, Drink, & Notions).

BE IT FURTHER RESOLVED, that the agreement shall be for a base term of twenty (20) years.

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare the appropriate contractual agreements for execution by the Mayor.

BE IT FINALLY RESOLVED, that said contractual agreement shall not become binding upon the City, and the City shall incur no liability upon the same until such contract is approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the contracting parties.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/ Executive Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GENERAL GROWTH PROPERTIES, INC., FOR FC-6007000095, PUBLIC VENDING MANAGEMENT PROGRAM, ON BEHALF OF THE OFFICE OF THE MAYOR; THE CITY'S PORTION OF REVENUES GENERATED UNDER THE CONTRACT SHALL BE DEPOSITED TO FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 000002 (GENERAL REVENUE ORG) 3890003 (FOOD, DRINK, & NOTIONS); AND FOR OTHER PURPOSES.

Council Meeting Date: June 2, 2008

Requesting Dept.: Office of the Mayor

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislative request is to authorize the Mayor to enter into a contract with an appropriate contractual agreement with **General Growth Properties** for FC-6007000095, Public Vending Management Program on behalf of the Department of Public Works.

2. Please provide background information regarding this legislation.

The Department of Public Works solicited Proposals from qualified Proponents to provide public vending management services on behalf of the City of Atlanta.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services

(b) **Source Selection:** RFP

(c) **Bids/Proposals Due:** Proposals came in on 2/6/08

(d) **Invitations Issued:** 27

(e) **Number of Bids:** N/A

(f) **Proposals Received:** Three (3)

(g) **Bidders/Proponents:** CEMUSA, General Growth, ADVEND

(h) **Term of Contract:** A base term of twenty (20) years.

4. Fund Account Center: 1001 (GENERAL FUND) 000002 (GENERAL REVENUE ORG) 3890003 (FOOD, DRINK, & NOTIONS)

5. Source of Funds:

6. Fiscal Impact: City will receive a portion of the revenue generated by the program. Greater of \$125,000 annually or 5% of the annual advertising revenue generated

7. Method of Cost Recovery: N/a

This Legislative Request Form Was Prepared By: David Edwards

Committee of Purview

Finance Executive Committee

Caption:

Council Meeting Date: June 11, 2008

Legislation Title: A resolution authorizing the Mayor to enter into a contractual agreement with General Growth Properties, Inc. for FC-6007000095, Public Vending Management Program, on behalf of the Office of the Mayor/Department of Public Works.

Requesting Department: Mayor's Office

Contract Type: Non-Professional Services

Source Selection: Request for Proposals

Bids/Proposals Due: February 6, 2008

Invitations Issued: 27

Bids/Proposals Received: 3

Bidder/Proponents: General Growth Properties
CEMUSA
ADVEND

Justification Statement: Proposals were evaluated for three (3) Proponents and a recommendation has been made to establish General Growth Properties, Inc. as the most responsive and responsible Proponent to perform Public vending management services at the City.

Background: The purpose of this legislation is to authorize a firm to perform public vending management services for the Mayor's Office.

Fund Account Center: Account Number 1001 (General Fund) 000002 (General Revenue Org) 3890003 (Food, Drink & Notions); and for other purposes

Fiscal Impact (if any): City will receive a portion of the revenue generated by the program. Greater of \$125,000 annually or 5% of the annual advertising revenue generated

Term of Contract: A base term of twenty (20) years.

Method of Cost Recovery: Not Applicable

Approvals:

DOF: Approved

DOL: Approved

Prepared By:

Ms. Melinda E. Henderson, Contracting Officer
(404) 865-8596

Contract Number:

FC-6007000095

CITY OF ATLANTA
DEPT. OF PROCUREMENT

08 APR 14 AM 9:01



CITY OF ATLANTA

Office of the Mayor
Shirley Franklin
55 Trinity Avenue, SW
Atlanta, GA 30335-0300

MEMORANDUM

To: David Chapman
Department of Procurement

From: David Edwards
Senior Policy Advisor
Office of the Mayor

A handwritten signature in black ink, appearing to be "David Edwards", written over the printed name and title.

Date: April 11, 2008

Re: FC – 6007000095 – Public Vending Management Program

We have reviewed the proposals submitted in response this RFP and we are satisfied that the contract for this program should be awarded to General Growth Properties.

The Legislative Request Form has been submitted to the Department of Law. We will forward a copy to you.

Call me if you have any questions.

cc: Melinda Henderson
Katrina White



CITY OF ATLANTA
DEPT. OF PROCUREMENT

08 FEB 21 PM 3: 00

CITY OF ATLANTA

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Shirley Franklin
Mayor

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

MEMORANDUM

TO: Adam L. Smith Esq.
Chief Procurement Officer

FROM: Hubert Owens
Director – Office of Contract Compliance

RE: FC# 6007000095, Public Vending Management Program

DATE: February 21, 2008

The Office of Contract Compliance has evaluated three (3) Proposals for minority and female business enterprise participation. All three proponents are eligible under Section 2-1449(a) (2) (C) and all have been deemed responsive by the Office of Contract Compliance. For your information, the proponents have committed to utilizing AABE's, FBE's, HBE's, and ABE's as indicated below:

General Growth Properties		15 pts
Angles Wood & Graphics	FBE	20%
The Russell Group	AABE	20%
Good Success Company	AABE	20%
Total Participation		60%

ADVEND		15 pts
Construction Control Services	FBE	6%
Total Concessions, LLC.	ABE	22%
A.T.D.S Atlanta, LLC	ABE	15%
Trucking Elements	AABE	7%
Total Participation		50%

Page 2
Adam L. Smith

CEMUSA		15 pts
The Jordan Group	FBE	6%
Stanley- Love- Stanley	FBE	22%
Atlanta Utility Constructors, LLC.	AABE	15%
Sierra Solutions, LLC.	AABE	7%
Total Participation		35%

If you have questions, please contact me at (404) 330-6010 or Tracy Reed at (404) 330-6011.

cc: File
Melinda Henderson, DOP

SIGN-IN SHEET FOR PROPOSAL CONFERENCE OPENING

**MS. MELINDA E. HENDERSON
CONTRACTING OFFICER**

FC-6007000095

PROJECT TITLE: Public Vending Management Program

DATE: February 6, 2008

TOTAL NUMBER OF PROPONENTS: 3

PROPOONENT'S NAME	PREPOSAL BOND	ALT#1	BASE PREPOSAL	TOTAL
ADVEND			N/A	
CEMUSA			N/A	
GENERAL GROWTH PROPERTIES			N/A	

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: GREG PRIDGEON

Contact Number: X 6115

Originating Department: Mayor's Office

Committee(s) of Purview: Finance/ Executive Committee

Chief of Staff Deadline: May 28, 2008

Anticipated Committee Meeting Date(s): June 10-11, 2008

Anticipated Full Council Date: June 16, 2008

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GENERAL GROWTH PROPERTIES, INC., FOR FC-6007000095, PUBLIC VENDING MANAGEMENT PROGRAM, ON BEHALF OF THE OFFICE OF THE MAYOR; THE CITY'S PORTION OF REVENUES GENERATED UNDER THE CONTRACT SHALL BE DEPOSITED TO FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 000002 (GENERAL REVENUE ORG) 3890003 (FOOD, DRINK, & NOTIONS); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): The City will receive a portion of the revenue generated by the program (the greater of \$125,000 annually or 5% of the annual advertising revenue generated)

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 5-28-08 DP Reviewed by: [Signature]
(date) (date)

Submitted to Council: _____
(date)

RCS# 2305
8/18/08
9:05 PM

Atlanta City Council

REGULAR SESSION

08-R-1209 AUTH.MAYOR TO ENTER CONTRACTUAL AGREE.W/
GENERAL GROWTH PROPERTIES
REFER/PSLA

YEAS: 9
NAYS: 5
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 1

N Smith	Y Archibong	Y Moore	Y Mitchell
N Hall	N Fauver	Y Martin	Y Norwood
Y Young	N Shook	B Maddox	Y Willis
N Winslow	Y Muller	Y Sheperd	NV Borders

08-R-1209

RCS# 2304
8/18/08
9:04 PM

Atlanta City Council

REGULAR SESSION

08-R-1209 AUTH.MAYOR TO ENTER CONTRACTUAL AGREE.W/
GENERAL GROWTH PROPERTIES
RECONSIDER

YEAS: 10
NAYS: 4
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 1

N Smith	Y Archibong	N Moore	Y Mitchell
Y Hall	Y Fauver	N Martin	Y Norwood
N Young	Y Shook	B Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

08-R-1209

RCS# 2303
8/18/08
9:02 PM

Atlanta City Council

REGULAR SESSION

08-R-1209 AUTH.MAYOR TO ENTER CONTRACTUAL AGREE.W/
GENERAL GROWTH PROPERTIES
REFER/PSLA

YEAS: 10
NAYS: 4
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 1

N Smith	Y Archibong	Y Moore	Y Mitchell
N Hall	Y Fauver	Y Martin	Y Norwood
Y Young	N Shook	B Maddox	Y Willis
N Winslow	Y Muller	Y Sheperd	NV Borders

08-R-1209